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11 Attorneys for Defendant
12 PRAXAIR DISTRIBUTION, INC.

13 UNITED STATES DISTRICT COURT
14 NORTHERN DISTRICT OF CALIFORNIA
15 SAN FRANCISCO DIVISION

16 SETH COCKRELL,

17 Plaintiff,

18 v.

19 PRAXAIR DISTRIBUTION, INC., and
20 DOES 1 through 100,

21 Defendant.

Case No. 08-CV-00204-PJH

**JOINT CASE MANAGEMENT
CONFERENCE STATEMENT**

DATE: May 29, 2008
TIME: 2:30 p.m.
DEPT: Hon. Phyllis Hamilton

22 Pursuant to Local Rule 16-10, Plaintiff Seth Cockrell and Defendant Praxair
23 Distribution, Inc. submit this Joint Case Management Conference Statement.

24 **1. JURISDICTION AND SERVICE**

25 This action was commenced on or about September 28, 2007, by the Complaint filed
26 in the Superior Court for the County of Contra Costa, entitled *Seth Cockrell v. Praxair Distribution,*
27 *Inc., and Does 1 through 100* (hereinafter "the Complaint"). On October 26, 2007, Defendant filed
28 an Answer to the Complaint in the Superior Court for the County of Contra Costa. Defendant
Praxair Distribution, Inc. is incorporated in the State of Delaware and at the time the Complaint was
filed and now, its principal place of business is in Connecticut. No other defendant is named or has

1 been served. Accordingly, no defendant is a citizen of California. Defendant removed this case to
2 federal court under diversity jurisdiction. 28 U.S.C. §§ 1332 and 1441(b).

3 **2. FACTS**

4 Plaintiff Seth Cockrell was employed by Defendant as a truck driver from
5 approximately January 6, 2003 until December, 2006. Plaintiff contends that Plaintiff was not paid
6 for all overtime worked, was not provided the opportunity to take meal periods, did not receive all
7 owed wages at the time of termination, and did not receive timely and accurate wage and hour
8 statements. Defendant alleges that Plaintiff was provided an opportunity to take meal breaks and in
9 fact did take meal periods or chose not to take meal periods. Defendant also denies the remaining
10 allegations.

11 **3. SETTLEMENT IS ALMOST COMPLETE**

12 In lieu of conducting formal discovery, counsel promptly began discussing settlement
13 and conducting informal discovery. The parties consequently have reached a settlement in principle
14 of this action in its entirety.

15 Counsel have negotiated and drafted a formal settlement agreement and the
16 agreement is in the process of being signed by both parties. Since plaintiff is entitled to 21 days to
17 consider the settlement, counsel anticipate providing the court, pursuant to Federal Rule of Civil
18 Procedure 41(a), a stipulation for the dismissal of this action by mid-June. The parties consequently
19 request that this Court continue the Case Management Conference, currently set for May 29, 2008,
20 by approximately 30 days to allow this revocation period to lapse and to submit to this Court a
21 stipulation to dismiss the action. A proposed executed Stipulation and Order was submitted to this
22 Court on May 19, 2008 and is currently under submission.

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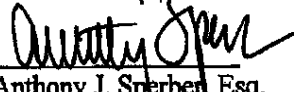
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1 Respectfully submitted,

2 Dated: May 17, 2008

Dated: May 22, 2008

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4 Anthony J. Sperber, Esq.
5 Law Office of ANTHONY J. SPERBER
Attorneys for Plaintiff, Seth Cockrell


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